

1 J. Andrew Coombs (SBN 123881)
2 *andy@coombspc.com*
3 Annie S. Wang (SBN 243027)
annie@coombspc.com
4 J. Andrew Coombs, A Prof. Corp.
517 E. Wilson Avenue, Suite 202
5 Glendale, California 91206
6 Telephone: (818) 500-3200
7 Facsimile: (818) 500-3201

8 Attorneys for Plaintiff SKF USA Inc.

9 Christopher Q. Pham (SBN 206697)
10 *cpham@gareebpham.com*
11 Gareeb & Pham LLP
12 707 Wilshire Boulevard, Suite 5300
13 Los Angeles, California 90017
14 Telephone: (213) 455-2930
15 Facsimile: (213) 455-2940

16 Attorneys for Defendant Alliance
17 Bearing Industries, Inc.

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 SKF USA Inc.,) Case No. CV 08-4129 SVW (FFMx)
21 v. Plaintiff,) [PROPOSED] PROTECTIVE
22 Alliance Bearing Industries, Inc. and) ORDER
23 Does 1 – 10, inclusive,) NOTE CHANGES MADE BY THE COURT
24 Defendants.)

25 **1. PURPOSES AND LIMITATIONS**

26 Disclosure and discovery activity in this action are likely to involve
27 production of confidential, proprietary, trade secret, financial, or private information
28 for which special protection from public disclosure and from use for any purpose
other than prosecuting this litigation would be warranted. Accordingly, the parties
hereby stipulate to and petition the Court to enter the following Stipulated Protective
Order. The parties acknowledge that this Order does not confer blanket protections
on all disclosures or responses to discovery and that the protection it affords extends
only to the limited information or items that are entitled under the applicable legal

1 principles to treatment as confidential. The parties further acknowledge, as set forth
2 in Section 10, below, that this Stipulated Protective Order provides that any party
3 may file confidential information under seal; the Local Rules set forth the procedures
4 that must be followed and reflects the standards that will be applied when a party
5 seeks permission from the Court to file material under seal.

6 2. DEFINITIONS

7 2.1 Party: any party to this action, including all of its officers,
8 directors, employees, consultants, retained experts, and outside counsel (and their
9 support staff).

10 2.2 Disclosure or Discovery Material: all items or information,
11 regardless of the medium or manner generated, stored, or maintained (including,
12 among other things, testimony, transcripts, or tangible things) that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.3 “Confidential” Information or Items: Information (regardless of
15 how generated, stored or maintained) or tangible things that qualify for protection
16 under standards developed under Fed. R. Civ. P. 26(c).

17 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or
18 Items: extremely sensitive “Confidential Information or Items” whose disclosure to
19 another Party or non-party would create a substantial risk of serious injury that could
20 not be avoided by less restrictive means.

21 2.5 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 2.6 Producing Party: a Party or non-party that produces Disclosure
24 or Discovery Material in this action.

25 2.7 Designating Party: a Party or non-party that designates
26 information or items that it produces in disclosures or in responses to discovery as
27 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.”

1 2.8 Protected Material: any Disclosure or Discovery Material that is
2 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”
3

4 2.9 Outside Counsel: attorneys who are not employees of a Party but
5 who are retained to represent or advise a Party in this action.
6

7 2.10 House Counsel: attorneys who are employees of a Party.
8

9 2.11 Counsel (without qualifier): Outside Counsel and House Counsel
10 (as well as their support staffs).
11

12 2.12 Expert: a person with specialized knowledge or experience in a
13 matter pertinent to the litigation who has been identified or retained by a Party or its
14 counsel to serve as an expert witness or as a consultant in this action. This definition
15 includes a professional jury or trial consultant retained in connection with this
16 litigation.
17

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
20 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and
21 their employees and subcontractors.
22

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also any information copied or extracted
26 therefrom, as well as all copies, excerpts, summaries, or compilations thereof. ~~plus
27 testimony, conversations, or presentations by parties or counsel to or in Court or in
28 other settings that might reveal Protected Material. (FFM)~~
29

30 4. DURATION

31 In order to permit discovery to proceed without further delay, the parties agree
32 that this Stipulation and Order shall be effective from the date on which it is
33 executed by counsel for the parties and shall apply and be enforceable from that date
34 forward with respect to all discovery in this matter, including materials produced at
35

1 any time after the commencement of this case. Even after the termination of this
2 litigation, the confidentiality obligations imposed by this Order shall remain in effect
3 until a Designating Party agrees otherwise in writing or a Court order otherwise
4 directs.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for**
7 **Protection.** Each Party or non-party that designates information or items for
8 protection under this Order must take care to limit any such designation to specific
9 material that qualifies under the appropriate standards. A Designating Party must
10 take care to designate for protection only those parts of material, documents, items,
11 or oral or written communications that qualify – so that other portions of the
12 material, documents, items, or communications for which protection is not warranted
13 are not swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited.
15 Designations that are shown to be clearly unjustified, or that have been made for an
16 improper purpose (e.g., to unnecessarily encumber or retard the case development
17 process, or to impose unnecessary expenses and burdens on other parties), expose the
18 Designating Party to sanctions under Fed. R. Civ. P. 11 after the requisite safe harbor
19 period.

20 If it comes to a Party's or a non-party's attention that information or
21 items that it designated for protection do not qualify for protection at all, or do not
22 qualify for the level of protection initially asserted, that Party or non-party must
23 promptly notify all other parties that it is withdrawing the mistaken designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise
25 provided in this Order (see, e.g., second paragraph of Section 5.2(a), below), or as
26 otherwise stipulated or ordered, material that qualifies for protection under this Order
27 must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order, then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

(b) for testimony given in deposition or in other pretrial or trial proceedings (FFM), that the Party or non-party offering or sponsoring the testimony identify on the record, before the close of the deposition, ~~hearing, or other proceeding (FFM)~~, all protected testimony, and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition ~~or proceeding (FFM)~~ is concluded) a right to have up to 20 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are appropriately designated for protection within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or non-party offering or sponsoring the witness or presenting the testimony.

(c) for information produced in some form other than documentary, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions, specifying whether they qualify as

1 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”
2

3 5.3 Inadvertent Failures to Designate. If timely corrected, an
4 inadvertent failure to designate qualified information or items as “Confidential” or
5 “Highly Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the
6 Designating Party’s right to secure protection under this Order for such material. If
7 material is appropriately designated as “Confidential” or “Highly Confidential –
8 Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,
9 on timely notification of the designation, must make reasonable efforts to assure that
10 the material is treated in accordance with the provisions of this Order.

11 5.4 Inadvertent Production of Documents. Inadvertent production of
12 any document produced in response to discovery requests in this action by any party
13 or non-party, that a party or non-party later claims should have been withheld on
14 grounds of a privilege, including but not limited to the work product doctrine
15 (collectively the “Inadvertently Produced Privileged Documents”) will not be
16 deemed to waive any privilege, including but not limited to work product protection.
17 A party or non-party may request the return of any document that it or a non-party
18 produced by identifying the Inadvertently Produced Privileged Documents and
19 stating the legal basis for withholding such document from production in writing to
20 all parties upon whom the Inadvertently Produced Privileged Documents were
21 served, within ten business days of discovery of the inadvertent production. If a
22 party or non-party requests the return, pursuant to this paragraph, of such
23 Inadvertently Produced Privileged Documents, the possessing parties shall, within
24 seven calendar days return to the requesting party or non-party all Inadvertently
25 Produced Privileged Documents and shall expunge from any other document or
26 material information derived from the Inadvertently Produced Privileged Document.
27 A party may thereafter move to compel production of any such Inadvertently
28 Produced Privileged Documents it has returned, provided that the fact of inadvertent

1 production itself may not be cited as a basis for the motion.

2 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Unless a prompt challenge to a
4 Designating Party's confidentiality designation is necessary to avoid foreseeable
5 substantial unfairness, unnecessary economic burdens, or a later significant
6 disruption or delay of the litigation, a Party does not waive its right to challenge a
7 confidentiality designation by electing not to mount a challenge promptly after the
8 original designation is disclosed.

9 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
10 Designating Party's confidentiality designation must do so in good faith and must
11 begin the process by conferring directly (in voice to voice dialogue; other forms of
12 communication are not sufficient) with counsel for the Designating Party. In
13 conferring, the challenging Party must explain the basis for its belief that the
14 confidentiality designation was not proper and must give the Designating Party an
15 opportunity to review the designated material, to reconsider the circumstances, and,
16 if no change in designation is offered, to explain the basis for the chosen designation.
17 A challenging Party may proceed to the next stage of the challenge process only if it
18 has engaged in this meet and confer process first.

19 6.3 Judicial Intervention. A Party that elects to press a challenge to a
20 confidentiality designation after considering the justification offered by the
21 Designating Party may file and serve a motion under the Local Rules (and in
22 compliance with any sealing rules, if applicable) that identifies the challenged
23 material and sets forth in detail the basis for the challenge. Each such motion must
24 be accompanied by a competent declaration that affirms that the movant has
25 complied with the meet and confer requirements imposed in the preceding paragraph
26 and that sets forth with specificity the justification for the confidentiality designation
27 that was given by the Designating Party in the meet and confer dialogue.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the Court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A receiving Party may use Protected Material that is disclosed or produced by another Party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 11 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(c) experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author of the document or the original source of the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's House Counsel and Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the

“Agreement to Be Bound by Protective Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

- (c) the Court and its personnel;
- (d) court reporters, their staffs, and professional vendors reasonably necessary for this litigation and who have signed an affidavit “sworn to and subscribed before me on [date] and bound by Protective Order” (Exhibit A); and
- (e) the author of the document or the original source of

The parties hereby expressly agree not to disclose any **HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY** Information or Items to any agents, attorneys, partners, members, counsel, shareholders and/or employees of the law firm of Pepper Hamilton, LLP.

7.4 Procedures for Approving Disclosure of “HIGHLY
CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
“Experts”

(a) Unless otherwise ordered by the Court or agreed in writing by the Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1) identifies the specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation for work in his or her areas of expertise or to whom the Expert has provided professional services at any time during the preceding five years, and (6) identifies (by name and number of the case, filing date,

1 and location of Court) any litigation in connection with which the Expert has
2 provided any professional services during the preceding five years.
3

4 (b) A Party that makes a request and provides the
5 information specified in the preceding paragraph may disclose the subject Protected
6 Material to the identified Expert unless, within seven Court days of delivering the
7 request, the Party receives a written objection from the Designating Party. Any such
8 objection must set forth in detail the grounds on which it is based.
9

10 (c) A Party that receives a timely written objection must
11 meet and confer with the Designating Party (through direct voice to voice dialogue)
12 to try to resolve the matter by agreement. If ~~you no~~ (FFM) agreement is reached,
13 the Party seeking to make the disclosure to the Expert may file a motion as provided
14 by the Local Rules (and in compliance with any sealing rules, if applicable) seeking
15 permission from the Court to do so. Any such motion must describe circumstances
16 with specificity, set forth in detail the reasons for which the disclosure to the Expert
17 is reasonably necessary, assess the risk of harm that the disclosure would entail and
18 suggest any additional means that might be used to reduce that risk. In addition, any
19 such motion must be accompanied by a competent declaration in which the movant
20 describes the parties' efforts to resolve the matter by agreement (i.e., the extent and
21 the content of the meet and confer discussions) and sets forth the reason advanced by
22 the Designating Party for its refusal to approve the disclosure.
23

24 In any such proceeding the Party opposing disclosure to the
25 Expert shall bear the burden of proving that the risk of harm that the disclosure
26 would (under the safeguards proposed) outweighs the Receiving Party's need to
27 disclose the Protected Material to its Expert.
28

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION.

3 If a Receiving Party is served with a subpoena or an order issued in other
4 litigation that would compel disclosure of any information or items designated in this
5 action as ‘CONFIDENTIAL’ or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY,” the Receiving Party must so notify the Designating Party, in writing
7 (by fax, if possible) immediately and in no event more than three Court days after
8 receiving the subpoena or order. Such notification must include a copy of the
9 subpoena or court order.

10 The Receiving Party also must immediately inform in writing the Party who
11 caused the subpoena to issue in the other litigation that some or all the material
12 covered by the subpoena or order is the subject of this Protective Order. In addition,
13 the Receiving Party must deliver a copy of this Stipulated Protective Order promptly
14 to the Party in the other action that caused the subpoena or order to issue.

15 In the event the Designating Party files a motion for protective order to quash
16 the subpoena, the subpoenaed party shall not produce any Protected Material in
17 response to the subpoena without the prior written consent of the producing party or
18 non-party unless (1) an order of a Court of competent jurisdiction has issued
19 requiring production, (2) the Designating Party’s motion is withdrawn or denied and
20 the time for an appeal or writ challenging the denial has expired, or (3) a failure to
21 produce such Confidential or Highly Confidential Information would, in the
22 judgment of the subpoenaed party, constitute a violation of any law, rule or
23 regulation.

24 The purpose of imposing these duties is to alert the interested parties to the
25 existence of this Protective Order to afford the Designating Party in this case an
26 opportunity to try to protect its confidentiality interests in the Court from which the
27 subpoena or order issued. The Designating Party shall bear the burdens and the

1 expenses of seeking protection in that Court of its confidential material – and nothing
2 in these provisions should be construed as authorizing or encouraging a Receiving
3 Party in this action to disobey a lawful directive from another Court.
4

5 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protected Order, the Receiving Party must immediately (a) notify in
9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
10 to retrieve all copies of the Protected Material, (c) inform the person or person to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
12 such a person or persons to execute the “Acknowledgement and Agreement
13 to Be Bound” that is attached hereto as Exhibit A.

14 10. FILING PROTECTED MATERIAL. In the event that any
15 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” information is to be
16 used in any Court proceeding in this action, **any request that such information be
17 protected must be brought to the judicial officer conducting the proceeding.**

18 ~~(FFM) it shall not lose its confidential status through such use, and the party using
19 such material shall take all reasonable steps to maintain its confidentiality during
20 such use.~~ All “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”
21 information, documents, and any papers containing information contained in or
22 derived from such documents that is **desired to be (FFM)** filed with the Court shall
23 be **lodged filed (FFM)** with the clerk of the Court in sealed envelopes bearing the
24 title and docket number of this action and shall be marked “CONFIDENTIAL
25 INFORMATION SUBJECT TO PROTECTIVE ORDER,” and a statement
26 substantially in the form: THIS ENVELOPE CONTAINING DOCUMENTS THAT
27 ARE FILED IN THIS CASE BY [NAME OF PARTY] IS NOT TO BE OPENED
28 NOR THE CONTENTS THEREOF TO BE DISPLAYED, COPIED OR

1 REVEALED EXCEPT BY COURT ORDER OR AGREEMENT OF THE
2 PARTIES, to be opened only as the Court directs.'

3 **The proposed filing shall be accompanied by an application pursuant to
4 Local Rule 79-5.1 to file the papers, or the portion thereof containing the
5 protected information, under seal. The application shall be directed to the
6 judge to whom the papers are directed. (FFM)**

7 11. **FINAL DISPOSITION.** Unless otherwise ordered or agreed in writing
8 by the Producing Party, within sixty days after the final termination of this action,
9 each Receiving Party must return all Protected Material to the Producing Party. As
10 used in this subdivision, "all Protected Material" includes all copies, abstracts,
11 compilations, summaries or any other form of reproducing or capturing any of the
12 Protected Material. With permission in writing from the Designating Party, the
13 Receiving Party may destroy some or all of the Protected Material instead of
14 returning it. Whether the Protected Material is returned or destroyed, the Receiving
15 Party must submit a written certification to the Producing Party (and, if not the same
16 person or entity, the Designating Party) by the sixty day deadline that identifies (by
17 category, where appropriate) all the Protected Material that was returned or
18 destroyed and that affirms that the Receiving has not retained any copies, abstracts,
19 compilations, summaries or other forms of reproducing or capturing any of the
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
21 archival copy of all pleadings, motion papers, transcripts, legal memoranda,
22 correspondence or attorney work product, even if such material contain Protected
23 Material. Any such archival copies that contain or constitute Protected Material
24 remain subject to this Protective Order as set forth in Section 4 (DURATION),
25 above.

26 12. **MISCELLANEOUS**

27 12.1 **Right to Further Relief.** Nothing in this order abridges the right

of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

Nothing herein shall be construed as applying to evidence presented at any court proceedings or trial. Any protective measures relating to confidential information with respect to such proceedings should be taken up with the judicial officer conducting the particular proceeding at the appropriate time.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: October 6, 2008

/S/ FREDERICK F. MUMM

Hon. Frederick F. Mumm
United States Magistrate Judge

EXHIBIT A

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on June 23, 2008, in the case of SKF USA Inc. v. Alliance Bearing Industries, Inc., Case No. CV 08-4129 SVW (FFMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California Agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

proceedings related to enforcement of this St
Date: _____
City and State where sworn and signed: _____

Printed Name: _____
[printed name]

Signature: _____
[signature]